

**FORCEPOINT
DATA GUARD AND SUREVIEW ANALYTICS
END-USER LICENSE AGREEMENT**

THE SOFTWARE IS PROVIDED ONLY ON THE CONDITION THAT LICENSEE AGREES TO THE TERMS AND CONDITIONS IN THIS END-USER LICENSE AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN LICENSEE AND FORCEPOINT. BY ACCEPTING THIS AGREEMENT OR BY USING THE SOFTWARE, LICENSEE ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT. THIS IS A LICENSE TO USE, NOT A SALE OF A SOFTWARE COPY OR THE SOFTWARE MEDIA.

1. Definitions.

“**Affiliate**” means an entity controlling, controlled by, or under common control with Licensee, where control is established by a majority ownership (greater than fifty percent (50%) in or over an entity; provided, however, that the term “Affiliate” will not include an entity which is a direct competitor of Forcepoint.

“**Concurrent User**” means the total number of Users simultaneously using the Software at any given time.

“**Device**” or “**Server**” means each computer (whether physical or virtual), electronic appliance, or device on which the Software may be installed or otherwise used, directly or indirectly. In the case of virtual systems, each virtual machine or instance running the Software is considered to be a Device or Server.

“**Documentation**” means the Software installation instructions, user manuals, setup posters, release notes, and operating instructions prepared by Forcepoint, in any form or medium, as may be updated from time to time by Forcepoint and made generally available to Licensee.

“**Error**” means a material failure of the Software to conform to the Documentation, which is reported by Licensee and replicable by Forcepoint.

“**Fees**” means collectively the License Fees, Subscription Fees, and the Maintenance Fees.

“**Forcepoint**” means, as the context requires: (i) Forcepoint LLC, a Delaware limited liability company with its principal place of business at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759, USA; or (ii) Forcepoint International Technology Limited, with a principal place of business at Minerva House, Simonscourt Road, Dublin 4, Ireland; or (iii) Forcepoint Federal LLC, with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, VA 20170; or (iv) a corporation or entity controlling, controlled by or under the common control of Forcepoint with whom an Order has been placed referencing this Agreement.

“**License**” means the limited, personal, non-sublicensable, non-exclusive, nontransferable right to use the Software for the term set forth in the Order, and in accordance with this Agreement and the Order.

“**Licensee**” means the individual, company, Affiliates, or other legal entity that has placed an Order that is the ultimate end user of the Software.

“**License Fees**” means the agreed upon license fees for the Software included in an Order.

“**License Term**” means the period set forth in the Order.

“**Maintenance**” means a limited-term, non-exclusive, non-sublicensable, nontransferable right to: (a) receive the technical support described in Section 3 (Technical Support), and (b) receive Software Updates, if any, in accordance with this Agreement and the Order.

“**Maintenance Fees**” means the agreed upon fees for the Maintenance in an Order.

“**Maintenance Term**” means the agreed upon time period for the provision of Maintenance in an Order.

“**Network**” means a communication path through a network interface controller, using a physical or virtual infrastructure that interconnects a set of endpoints or devices for the purpose of exchanging data.

“**Order**” means a purchase commitment mutually agreed upon between (1) Forcepoint and Licensee or (2) a Forcepoint authorized reseller(s) and Licensee

“**Permitted Capacity**” means the number of Devices, Servers, Concurrent Users, Users, Network, Proxy, or other license metrics as set forth in the Order.

“**Proxy**” means a software module acting as an intermediary between communicating endpoints or devices that controls access between a set of Network endpoints or devices by inspecting, filtering, and forwarding traffic between the senders and receivers.

“**Software**” means Forcepoint’s proprietary software applications, in object code only, and provided Licensee has paid the applicable Maintenance Fees for the provision of Maintenance, Software Updates, if any.

“**Software Updates**” means certain modifications or revisions to the Software, provided solely pursuant to Maintenance, but excludes Software Upgrades and other products for which Forcepoint generally charges a separate fee.

“**Software Upgrades**” means a major version change to the software signified by a change in the number to the left of the decimal point, and is a product for which Forcepoint charges a separate fee.

“**Subscription**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right to use the Software during the Subscription Term, in accordance with this Agreement and the Order.

“**Subscription Term**” means the agreed upon time period in an Order.

“**User**” means any person utilizing Licensee’s or an Affiliate’s network with access to the Software directly or indirectly, who is

an employee, temporary employee, contractor, or guest of Licensee or an Affiliate.

2. License Grant. Subject to the provisions contained in this Agreement, and timely payment of the applicable Fees, Forcepoint hereby grants Licensee a License and if applicable a Subscription to use the Software, and Software Updates provided pursuant to Maintenance, identified in the Order solely for Licensee's internal business purposes up to the Permitted Capacity set forth in the Order. Provided Licensee pays the Maintenance Fees, Forcepoint will provide Licensee with Maintenance. Subject to compliance with the terms of this Agreement, Licensee may relocate or transfer the Software for use on a different server within its location. Licensee will not, and will not permit anyone else to copy the Software, other than copies made solely for data backup and testing purposes. Any source code provided to Licensee by Forcepoint is subject to the terms of this Agreement. Licensee understands that its right to use the Software is limited by the Permitted Capacity purchased, and Licensee and its Affiliates combined use may in no event exceed the Permitted Capacity authorized under the applicable Order. The Permitted Capacity provided in the Order(s) represents minimum amounts that Licensee has committed to for the Maintenance Term. If Licensee's use exceeds the Permitted Capacity, Licensee must purchase additional Permitted Capacity sufficient for the excess use.

3. Technical Support.

3.1 Subject to Licensee paying the required Maintenance Fees for the technical support level requested in an Order and the terms of this Agreement, Software technical support will be provided in accordance with Forcepoint's then-current technical support policies for the applicable Software product. Software Updates, if any, will be provided to Licensee only if Licensee has paid the appropriate Maintenance Fees for the Permitted Capacity. Forcepoint may require Licensee to install Software Updates up to and including the latest release.

3.2 Forcepoint's obligation to provide technical support is limited to: (i) Software that has not been altered or modified by anyone other than Forcepoint or its licensors; (ii) a release for which technical support is provided; (iii) Licensee's use of the Software in accordance with the Documentation; and (iv) errors and malfunctions caused by systems or programs supplied by Forcepoint. If an Error has been corrected or is not present in a more current version of the Software, Forcepoint may provide the more current version via technical support, but will not have any obligation to correct such Error in prior versions.

3.3 Technical support may be limited to the most current release and the most recent previous sequential release of the Software. Forcepoint reserves the right to terminate the Maintenance or increase the associated fees upon 60 days prior written notice should Licensee not stay current with a supported release in accordance with this Section.

4. Intellectual Property Rights. The Software and all related intellectual property rights are the exclusive property of Forcepoint or its licensors. All right, title and interest in and to the Software, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Software remain exclusively with Forcepoint or its licensors. The Software is valuable, proprietary, and unique, and Licensee agrees to be bound by and observe the proprietary nature of the Software. The Software contains material that is protected by patent, copyright and trade secret law, and by international treaty provisions. The Software includes software products licensed from third parties. Such third parties have no obligations or liability to Licensee under this Agreement but are third party beneficiaries of this Agreement. All rights not granted to Licensee in this Agreement are reserved to Forcepoint and its licensors. No ownership of the Software passes to Licensee. Forcepoint may make changes to the Software at any time without notice. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights. Licensee may not remove any proprietary notice of Forcepoint or any third party from the Software or any copy of the Software, without Forcepoint's prior written consent.

5. Protection and Restrictions.

5.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Software, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information will not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Each party agrees that all Confidential Information of the other party

will be treated by the Receiving Party as non-public confidential information and will not be disclosed to any person other than Disclosing Party and employees and contractors of Receiving Party on a need to know basis and that Receiving Party will protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. Furthermore, each party agrees to only use the Confidential Information of the other party for purposes of carrying out its rights and obligations under this Agreement.

5.2 Licensee will take all reasonable steps to safeguard the Software to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Software contains valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Forcepoint. Licensee may use the Software only for the internal business purposes of Licensee. Licensee will not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software to any user other than Licensee's employees and individual contractors who have a need to such access and who are bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (iv) write or develop any derivative works based upon the Software; (v) modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (vi) use the Software to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Forcepoint's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; (viii) otherwise use or copy the same except as expressly permitted herein; (ix) use any third party software included in the Software independently from the Forcepoint proprietary Software. Subject to the terms of this Agreement, Licensee may allow its agents and independent contractors to use the Software solely for the benefit of Licensee; provided, however, Licensee remains responsible for any breach of this Agreement. Any other use of the Software by any other entity is forbidden and a violation of this Agreement. Licensee must not use the Software to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Forcepoint's express prior written approval which may be withheld in Forcepoint's sole discretion. If any additional third party end-user license terms and conditions are attached to this Agreement or the Order, Licensee's use of the third party software is further restricted by and subject to the third party licensor's end-user license terms and conditions.

6. Financial Terms. This Section applies if Licensee has placed an Order directly with Forcepoint: Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order, all recurring payment obligations start from the execution of the Order. Forcepoint may increase recurring fees at any time upon 60 days written notice. Unless otherwise specified in the Order, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Forcepoint will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 10 and to modify the payment terms, including requiring full payment before Forcepoint performs any obligations in this Agreement. Licensee will reimburse Forcepoint for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Forcepoint hereunder that are not under good faith dispute by Licensee. Amounts paid or payable for Software is not contingent upon the performance of any consulting or other professional services. Forcepoint's reasonable travel and lodging expenses incurred by Forcepoint in the performance of services on Licensee's site will be billed separately at actual cost. Licensee is responsible for payment of all taxes (excluding those on Forcepoint's net income) arising out of this Agreement, except to the extent a valid tax exemption certificate or other written documentation acceptable to Forcepoint to evidence Licensee's tax exemption status is provided by Licensee to Forcepoint prior to the delivery of Software or services.

7. Limited Warranty; Remedies; Disclaimer.

7.1 For ninety (90) days beginning on the date of the Order for the License, Forcepoint warrants that the original media (if any) containing the Software is free from defects in material and workmanship, assuming normal use. As the sole and exclusive remedy for defective media, Forcepoint will replace it free of charge if claimed during the 90-day warranty period. The limited warranty specified in this Section 7 sets forth Forcepoint's entire liability and Licensee's exclusive remedy for breach of warranty.

7.2 EXCEPT FOR THE ABOVE LIMITED MEDIA WARRANTY, THE SOFTWARE IS PROVIDED "AS IS" AND FORCEPOINT AND ITS LICENSORS DISCLAIM ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE SOFTWARE, AND ANY DATA OR OTHER MATERIALS FURNISHED HEREUNDER. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF, AND FORCEPOINT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE, OPERATION, RESULTS, USE OF, OR INABILITY TO USE THE SOFTWARE AND ANY DATA OR OTHER MATERIAL FURNISHED HEREUNDER INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FORCEPOINT, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; NOR (IV) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FORCEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY FORCEPOINT FROM LICENSEE OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE SOFTWARE THAT DIRECTLY CAUSED THE LIABILITY.

9. Indemnification. In the event of a third-party claim, suit or proceeding against Licensee asserting that use of the Software as permitted in this Agreement infringes a third-party's patent, copyright, or trademark right recognized in any jurisdiction where the Software is used, Forcepoint at its expense will defend Licensee and indemnify Licensee against costs, expenses (including reasonable attorneys' fees), and damages payable to any third party in any such suit or cause of action that are directly related to that claim. Forcepoint's obligation under this Section is contingent upon Licensee providing Forcepoint with: (a) prompt written notice of the suit or claim; (b) the right to solely control and direct the defense of the claim; and (c) reasonable cooperation with Forcepoint. Forcepoint will have no liability for any claim of infringement resulting from: (i) modification of the Software by anyone other than Forcepoint; (ii) a combination of the Software with other hardware or software not provided by Forcepoint; or (iii) failure by Licensee to implement Software Updates. In the event the Software, in Forcepoint's opinion, are likely to or does become the subject of a claim of infringement, Forcepoint may at its sole option and expense: (x) modify the Software to be non-infringing while preserving equivalent functionality; (y) obtain a license for Licensee's continued use of the Software; or (z) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Licensee the unused pre-paid Maintenance Fees paid for the affected Software applicable to the balance of the then current Maintenance Term. THIS SECTION SETS FORTH FORCEPOINT'S ENTIRE LIABILITY AND OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE.

10. Term and Termination.

10.1 This Agreement continues in full force and effect until the expiration or termination of the Order(s), unless otherwise terminated earlier as provided hereunder. All Orders are non-cancellable, and there will be no fee adjustments or refunds for any reason, including decreases in usage, or otherwise. Upon termination or expiration of the Maintenance Term, Licensee's right to receive Maintenance to the Software terminates, and upon termination or expiration of the Subscription Term Licensee's right to use the Software terminates.

10.2 Software evaluation licenses are available for a period of up to thirty (30) days and are subject to the terms and conditions of this Agreement, except however that (i) evaluation licenses may only be used to evaluate and facilitate Licensee's decision to purchase a license to the Software, and (ii) evaluation licenses are provided by Forcepoint on an AS IS and AS AVAILABLE basis without warranties of any kind. At the end of the evaluation period, Licensee must place an Order and pay the applicable Fees or this Agreement terminates as related to the evaluation. Licensee's continued use of the Software after an evaluation period is subject to this Agreement.

10.3 Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of payment terms which will have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). Upon notification of termination by either party, Licensee must uninstall any Software, cease using and destroy or return all copies of the Software to Forcepoint, and to certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 4-10, and 12-15 will survive the termination of this Agreement.

10.4 Forcepoint will be entitled to suspend any or all services upon 10 days written notice to Licensee in the event Licensee is in breach of this Agreement. Forcepoint may impose an additional charge to reinstate service following suspension.

11. Compliance with Laws. Each party will comply with all applicable laws and regulations, including those of other jurisdictions that may apply concerning the protection of personal data, and anti-bribery. Licensee must obtain any required consents (including employee consent addressing the interception, reading, copying or filtering of emails and their attachments)

and any local government permits, licenses, or approvals required to use the Software. Neither party will use any data obtained via the Software for any unlawful purpose.

12. Rights of Government Licensees. The Software meets the definition of “commercial item” in Federal Acquisition Regulation (“FAR”) 2.101, were developed entirely at private expense, and are provided to Government Licensees exclusively under the terms of this Agreement. Software, including Software Updates, is “commercial computer software” and applicable Documentation and media are “commercial computer software documentation,” as those terms are used in FAR 12.212 and DFARS 227.7202. Use of the Software by the U.S. Government constitutes acknowledgment of Forcepoint's proprietary rights therein, and of the exclusive applicability of this Agreement.

13. Export. The Software are subject to export controls of the United States and, when applicable, European Union export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended), applicable UN resolutions/EU regulations imposing restrictive measures/trade sanctions/embargoes or other restrictions on exporting goods or services and the export/import regulations of other countries (“Export Controls”). Export or diversion contrary to U.S. and E.U. law is prohibited. U.S. and E.U. law prohibits export or re-export of the software or technology to specified countries or to a resident or national of those countries (“Prohibited Country” or “Prohibited Countries”). It also prohibits export or re-export of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers or listed in any restrictive measures (sanctions) lists administered by the EU including without limitation regulations based on Article 215 TFEU and decisions adopted in the framework of the Common Foreign and Security Policy) (collectively, the “Lists”). U.S. and E.U. law also prohibits use of the software or technology with chemical, biological or nuclear weapons, or with missiles (“Prohibited Uses”). Licensee represents and warrants that it is not located in, or a resident or national, of any Prohibited Country; that it is not on any Lists; that it will not use the Software or technology for any Prohibited Uses; and that it will comply with Export Controls.

14. Compliance. Without prejudice to Forcepoint audit rights pursuant to this Section, upon Forcepoint’s request Licensee will document and certify that use of the Software is in full conformity with the use rights granted under this Agreement and the applicable Order. During the term of this Agreement and for a period of one year following its termination, Licensee will maintain and make available to Forcepoint records sufficient to permit Forcepoint or Forcepoint’s independent auditor to verify, upon ten days’ written notice, Licensee’s compliance with this Agreement. Licensee will provide reasonable assistance, personnel, access to Forcepoint components with Licensee’s systems, and information necessary to facilitate the timely completion of Forcepoint’s compliance verification. The audit will be performed during regular business hours. If Licensee is not in compliance with this Agreement, Licensee will reimburse Forcepoint’s reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor), and Licensee will promptly cure any noncompliance, including without limitation payment of any and all fees owed to Forcepoint during the period of noncompliance. The rights and remedies under this Section are in addition to any other rights Forcepoint may have under this Agreement. Additionally, Forcepoint may at any time, without notice, during the term of this Agreement access Licensee’s system, subject to applicable local law, to determine whether Licensee and its users are in compliance with this Agreement. Licensee acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager’s operation.

15. General. For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Forcepoint may periodically send Licensee messages of an informational or advertising nature via email, and provide account information to related third-parties (e.g. Licensee’s reseller). Information will be processed by Forcepoint in accordance with the [Privacy Policy](#) and applicable data privacy laws. Licensee may choose to “opt-out” of receiving these messages or information sharing by sending an email to [Opt-Out Email](#) requesting the opt-out. Licensee acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to Software. However, Forcepoint may still send emails of a technical nature. Licensee acknowledges that Forcepoint may use Licensee's company name only in a general list of Forcepoint customers. Forcepoint owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Licensee relating to the Software. Forcepoint may use non-identifying and aggregate usage and statistical information related to Licensee’s and its users’ use of the Software for its own purposes outside of the Agreement. Licensee may not transfer any of Licensee’s rights to use the Software or assign this Agreement to another person or entity, without first obtaining prior written approval from Forcepoint. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759 USA. Notices are considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph. Any

dispute arising out of or relating to this Agreement or the breach thereof will be governed by the federal laws of the United States and the laws of the State of Delaware, USA for all claims arising in or related to the United States, Canada, Japan, or Mexico and Dublin, Ireland for all other claims, without regard to or application of choice of laws, rules or principles. Both parties hereby consent to the exclusive jurisdiction of: the state and federal courts in Austin, Texas, USA, for all claims arising in or related to the United States, Canada, Japan or Mexico, and the competent courts in Dublin, Ireland for all other claims, provided however that Forcepoint may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Licensee agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Forcepoint regarding future functionality or features. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Forcepoint at: [Legal Information](#). All pre-printed or standard terms of any Licensee's purchase order or other business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement prevail. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be interpreted so as reasonably to affect the intention of the parties. Forcepoint is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Forcepoint.

Third-Party End-User License Terms and Conditions

Third Party Software for SureView Analytics:

A. The Software may include Java technology which is subject to the following additional requirements:

A.1 Licensee may not create, modify, or change the behavior of, or authorize Licensee's licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation.

A.2 Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features in Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

A.3 Export Laws: The Third Party Software may be controlled under the export laws and regulations of the United States. It is the obligation of the Licensee to abide by all applicable export restrictions and license requirements.

B. Notwithstanding anything to the contrary in this agreement above, the following additional terms and conditions will apply to the Oracle JDBC Driver ("Oracle Driver") included in the Software:

B.1 "Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the Oracle Driver, you must ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the Oracle Driver; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle Driver. For example, you may not develop a software program using an Oracle Driver and an Open Source program where such use results in a program file(s) that contains code from both the Oracle Driver and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle Driver with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle Driver or any modifications thereto to become subject to the terms of the GPL.

Third Party Software for Forcepoint Data Guard:

A. The Software may integrate the McAfee Anti-Virus SDK Virus Scanning software library ("McAfee Software") provided by McAfee Inc. ("McAfee"), and the McAfee Software is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:

a. Licensee may not use or copy McAfee Software except as expressly provided herein, and except with McAfee's prior written permission, may not publish any performance or benchmark tests or analysis relating to McAfee Software.

b. McAfee Software may include programs or code that are licensed under an Open Source Software ("OSS") license model. OSS programs and code are subject to the terms, conditions and obligations of the applicable OSS license, and are SPECIFICALLY EXCLUDED FROM ANY WARRANTY AND SUPPORT OBLIGATIONS DESCRIBED ELSEWHERE IN THIS

AGREEMENT.

c. Without prejudice to Licensee's payment obligations, Forcepoint may terminate Licensee's license to McAfee Software at any time by in the event Licensee materially breaches the terms of this Agreement and Licensee fails to cure such breach within thirty (30) days of receiving notice of such breach. Upon such termination Licensee shall promptly de-install and return or destroy all copies of McAfee Software and related documentation.

d. Licensee acknowledges and agrees that the virus scanning capability of the Software may contain functionality to detect and report threats and vulnerabilities on Licensee's computer network. Such functionality may collect information from Licensee and automatically collect information about Licensee's system and the systems and networks they interact with (including without limitation information regarding network, licenses used, operating system types, versions, total scanners deployed, database size etc.) and submit such information to McAfee. Licensor shall not release any information collected regarding Licensee's systems and the systems and networks they interact with to any person or entity.

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